

Exhibit D

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September 21, 2021

VIA ELECTRONIC MAIL

Gary Bornstein
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475

Re: Developer Program Account No. 8XJ6WJ8Z84

Dear Gary,

I am responding to your recent request that Apple reinstate Epic's developer program account, which was terminated for cause last year. Epic committed an intentional breach of contract, and breach of trust, by concealing code from Apple and making related misrepresentations and omissions. In its decision, the court recognized that "Apple had contractual rights to act as it did. It merely enforced those rights as [Epic's] own internal documents show Epic Games expected." ECF No. 812 at 178-79. The court further found that "Apple's termination of the [Developer Program License Agreement] and the related agreements between Epic Games and Apple was valid, lawful, and enforceable." *Id.* at 179. Following that decision, Mr. Sweeney has publicly said that Epic "[w]ouldn't trade [an alternative payment system] away to get Fortnite back on iOS." In light of this and other statements since the court's decision, coupled with Epic's duplicitous conduct in the past, Apple has exercised its discretion not to reinstate Epic's developer program account at this time. Furthermore, Apple will not consider any further requests for reinstatement until the district court's judgment becomes final and nonappealable.

Sincerely,

/s/ Mark A. Perry

Mark A. Perry